



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Consider Recommendations and Responses to Lodi Animal Advisory Commission's 2010 Annual and 2011 Mid-Year Reports and Provide Direction Regarding Role of Commission

MEETING DATE: February 15, 2012

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Consider recommendations and responses to Lodi Animal Advisory Commission's 2010 annual and 2011 mid-year reports and provide direction regarding role of Commission.

BACKGROUND INFORMATION: The Lodi Animal Advisory Commission prepared a 2010 annual and 2011 mid-year report, both of which were presented to the City Council at the August 9, 2011 Shirtsleeve Session. Due to a lack of response from the City Council, the Commission subsequently asked the City Council for direction and clarification of its role during the December 20, 2011 Shirtsleeve Session. The City Council asked staff to set the matter on a future regular meeting agenda so that they may take action. Tonight's regular meeting is an opportunity for the City Council to review in detail the recommendations of the Commission, the response to those recommendations from staff and provide direction as to the role of the Commission.

The following are Commission recommendations regarding the Lodi Animal Shelter and staff's response to those recommendations:

Recommendation No. 1: Consider contracting with eCivis Grants Network (grants management software) that provides grant information, reporting, and management; and make this software available to City nonprofit partners.

Response No. 1: Subscription costs to access eCivis Grants Network would be approximately \$500 annually, and additional fees would apply if we accessed the service's grant writing or reporting options. Instead, and at no cost, the City subscribes to grants.gov for alerts on government grants, and PALS volunteers are continuously searching for private and non-profit grants focused on animal services.

Recommendation No. 2: Ensure pet license (and spay/neuter) reminder notices are included as inserts in January utility bills each year.

Response No. 2: This recommendation is already being done as reminders are mailed annually with the utility bill.

Recommendation No. 3: Institute "Pet of the Week" under "What's New" on the City web site and link to Animal Services web page with a photo/description of one adoptable cat or dog, updated weekly.

Response No. 3: This recommendation is already being done on a weekly basis by LSP/PALS. LSP/PALS continuously updates and maintains Shelter information through the Lodi News Sentinel and on www.peffinder.com.

APPROVED:


Konrad Bartlam, City Manager

Recommendation No. 4: Automate the pet license renewal process and make it available online. Notices should be sent to all residences at least once per year, as pet ownership changes frequently

Response No. 4: 1) Licensing information is currently on our web site, but due to information that requires verification (proof of vaccinations; spay/neuter information), complete automation is difficult. 2) LSP/PALS is currently maintaining all licenses and sending yearly reminders to current and past pet licenses. 3) Pet licensing has increased substantially with LSP/PALS taking over this responsibility, from 626 in 2008/09 to 1,933 in 2010/11.

Recommendation No. 5: Add exterior signage at the Shelter displaying euthanasia statistics in an effort to educate the public regarding the realities of pet overpopulation.

Response No. 5: This recommendation may place a negative shadow over the shelter's successes, rather than promoting successful adoptions. The Shelter has the lowest euthanasia rate and highest adoption rate among County shelters.

Recommendation No. 6: In public education materials, emphasize the importance of not bringing nursing puppies and kittens to the Shelter, as they cannot be cared for. If no alternative exists, it is preferable to have the mother taken to the shelter with her puppies/kittens.

Response No. 6: This recommendation is already being adhered to as information is currently being given to the public, through newspaper articles, fliers and in person. LSP/PALS, Animal Service Officers and office staff continue to inform people that come to the shelter of this information.

Recommendation No. 7: Supply all local veterinarian offices with informational cards to provide to all customers who have their pets vaccinated reminding them of licensing requirements.

Response No. 7: This recommendation is already being adhered to as an information packet for new pet owners is being created by LSP/PALS and staff for distribution by veterinarians.

Recommendation No. 8: The Animal Services website is no longer being updated. A current, functional, municipal website is critical considering that nearly 80 percent of people today are accessing information online. When citizenry can rely on current website information, they will seek answers to inquiries online rather than making phone calls, which further burdens the ever decreasing number of staff.

Response No. 8: The Animal Services website is updated on a monthly basis with current statistics. In addition, the website is also updated on a regular basis as changes are identified.

Recommendation No. 9: A Trap-Neuter-Return (TNR) program should be developed and ultimately adopted as an official policy in the City for managing the feral cat population.

Response No. 9: This recommendation is cost prohibitive, labor intensive and a City-organized TNR program is not feasible. Such a program is better suited for a nonprofit to manage and fund. In addition, there is disagreement between animal welfare groups and many environmental, wildlife and veterinary organizations as to TNR programs' benefit and potential harm.

Recommendation No. 10: There should be standardized responses provided by all Shelter representatives regarding the differences in policies, procedures, and fees applied to animals at the PALS facility versus those housed at the Animal Shelter itself. Additionally, all people relinquishing animals should be advised candidly about the realities of euthanasia at the Lodi Animal Shelter.

Response No. 10: This recommendation is already being adhered to through a group effort with LSP/PALS, Animal Shelter staff, the Police Department, the Office assistant (paid by LSP), the Office Manager (also paid by LSP), volunteers and the Animal Control Officers which resulted in uniform training and instruction when answering questions and inquires from the public.

Recommendation **No. 11:** The stipulation in Resolution **2007-161** (which created the Commission) that “*The Commission shall prepare and submit an annual report to the City Council no later than sixty (60) days after the end of each calendar year*” should be adhered to so that it occurs prior to Council's adoption of the City's fiscal-year budget. This Annual Report was scheduled for a City Council Shirtsleeve agenda four months after its original approval by the Commission, which necessitated a mid-year amendment in order to reflect current conditions.

Response **No. 11:** *This recommendation is well-noted although it is also understood that the City Council Shirtsleeve Session and Regular Meeting agendas are put together based on item urgency and level of importance to the City as a whole. As an example, the current Shirtsleeve calendar is full until mid-June.*

Recommendation **No. 12:** Place additional effort in soliciting for vacancies on the LAAC by including one line item in every advertisement the City Clerk publishes in the Lodi News Sentinel until all positions are fully filled (e.g. “*One(1) vacancy exists on the Lodi Animal Advisory Commission; contact the City Clerk for more information.*”) NOTE: The LAAC functioned with only four members during all of **2010** through April **2011**.

Response **No. 12:** *This recommendation is cost-prohibitive as an additional line on each advertisement that the City Clerk publishes will cost additional money. In addition, it would be unfair to place an additional line for the Animal Advisory Commission and not the other eleven boards, committees and commissions. The City Clerk's office currently solicits for vacancies for all boards, committees and commissions through the newspaper and the website.*

The Lodi Animal Advisory Commission was established in February **2008** upon the dissolution of the Animal Advisory Task Force. The Commission was, in part, established to serve the Council in an advisory capacity regarding matters concerning animal population control and exploring options for funding animal-related programs. Additionally, the Commission was asked to explore long and short-term needs of the Animal Shelter and to provide recommendations to Council to address those needs. Since its inception, there have been numerous vacancies on the Commission and several meetings have been cancelled due to a lack of a quorum.

After the Commission's creation in **2008**, the City entered into a Professional Service Agreement (PSA) with PALS (People Assisting Lodi Shelter) and LSP (Lodi Shelter PALS). Through this agreement and the professional relationship the City has developed with LSPIPALS, there is continuous oversight and review of the policies and procedures, as well as immediate and future needs, for animal services and the Shelter in the City of Lodi. According to the 2011 San Joaquin County Animal Services Study, conducted by Animal Protection League, Lodi's shelter has the lowest euthanasia rate for dogs (**17** percent) and cats (55 percent) in the County, and has the highest adoption rates for dogs (**65.1** percent) and cats (34.4 percent). Lodi serves as the model for others in the county.

FISCAL IMPACT:

None related to receiving the staff report; specific recommendations have a variety of fiscal impacts.



Mark Helms
Chief of Police

Attachments: Exhibit A: LAAC Annual Report for 2010
Exhibit B: LAAC Annual Report Mid-Year Amendment (2011)
Exhibit C: Resolution No. 2007-161
Exhibit D: PSA with LSP
Exhibit E: County Animal Services Study (pages 153-161)

Cc: City Attorney

LODI ANIMAL ADVISORY COMMISSION ANNUAL REPORT FOR 2010

BACKGROUND

Resolution 2007-161 established guidelines for the Lodi Animal Advisory Commission, including the following powers and duties:

- 1. Act in advisory capacity to the City Council in all matters pertaining to animals and to cooperate and coordinate with other governmental agencies and civic groups in the advancement of sound animal planning and programming;*
- 2. Explore both the short-term and long-term needs of the Lodi Animal Shelter and investigate and make recommendations on possible funding sources to meet identified needs;*
- 3. Make periodic inventories of animal services that exist and/or may be needed and present the same to the City Council;*
- 4. Aid in coordinating and promoting pet population control measures through education and development of spay/neuter programs and explore funding opportunities for programs and education regarding the same; and*
- 5. Serve as an information and referral source on animals in the community.*

It is recommended that the City Council revisit Resolution 2007-161 considering and integrating changes that have occurred since contracting with Lodi Shelter PALS. Duties described under items 4 and 5 are now provided all or in part by Lodi Shelter PALS or Animal Shelter staff. Additionally, it is suggested that the word “inventories” in item 3 be amended to “observations of conditions”.

REPORT ON PREVIOUS GOALS (as outlined in 2009 Annual Report)

- A. The \$24,000 Council allocated for Shelter improvements still has not been fully expended, though the sally port cover and kennel upgrades are in dire need of being completed.*

During 2010 the following improvements were made: New washer/dryer, storage shed, and cover for outdoor dog runs were procured; Plexiglas was placed behind cat cages, new kennel latches and indoor lighting have been installed, and 40 dog beds were donated. By June 2011 staff anticipates expending the remaining funds (approximately \$5,300) on another storage shed, outdoor lighting, and additional feral cat boxes. *Note: It was determined that the sally port cover could not be obtained, due to difficulties in obtaining a permit.*

- B. The Shelter continues to report receiving many feral cats. It is recommended that the City embrace and encourage private non-profit community groups willing to manage and fund Trap-Neuter-Return programs.*

Animal Shelter staff are now assisting feral cat colony caregivers by not euthanizing tipped ear (i.e. surgically altered) cats that enter the Shelter. Tipped ear feral cats are housed for three days, after which they are released to a caregiver who returns them to the colony site. (See “Accomplishments” for more information on this topic.)

C. *Revenue is not being fully realized because pet license billing/renewal notices have not been regularly and systematically mailed to pet owners in the City.*

Lodi Shelter PALS utilizes data from 2008 to present for pet license renewal notices. (See “Recommendations” for more information on this topic.)

D. *Recommendations made by the Commission throughout the past year include:*

*1) post fliers in the downtown kiosks, -- **DONE***

*2) insert spay/neuter program information in the monthly utility bills, -- **DONE***

*3) provide realistic information to people regarding the euthanasia rate, **Statistical information is now available on the City’s website. (See “Recommendations” for more information on this topic.)***

4) informational handouts on basic care of animals, answers to frequently asked questions, and services offered by various local non-profit organizations should be available in hard copy in the office of the Animal Shelter, the library, posted on the City’s website, and included in license renewal mailers; --

Shelter staff have developed various informational handout materials. (See “Recommendations” for more information on this topic.)

*5) implement and advertise a barn cat program; -- **DONE***

6) the Shelter should remain open until 7:00 p.m. certain days of the week as a convenience to working persons.

The Animal Shelter is open Monday through Saturday from 9:30 a.m. to 4:30 p.m. with Animal Services Officers available from 7:00 a.m. to 6:00 p.m. for services as needed.

E. *Provide veterinarians with animal license forms and encourage them to provide to all customers obtaining rabies vaccinations for their pets.*

Pending. (See “Recommendations” for more information on this topic.)

F. *Create a new marketing program to encourage pet owners to license their pets with a theme that licenses are “tickets home” for lost pets.*

A flier was inserted in January 2011 utility bills reminding the public to spay/neuter and license their pets.

ACCOMPLISHMENTS (calendar year 2010)

- Lodi Animal Services Disaster Plan – solicited volunteers, moved extra kennels to two locations at higher elevation and developed a timeline to complete the plan;
- Chair Castelanelli is facilitating monthly meetings of interested parties and combined the efforts of three non-profit groups to develop, manage, and fund a citywide Trap-Neuter-Return program;
- Animal Shelter webpage is continuously being improved and updated; and
- Lodi Shelter PALS agreement was amended by the City Council on October 6, 2010, which guarantees \$50,000 a year plus fees collected for redemption, relinquishing, and boarding.

RECOMMENDATIONS

- Place additional effort in soliciting for vacancies on the LAAC by including one line item in every advertisement the City Clerk publishes in the Lodi News Sentinel until all positions are fully filled (e.g. *"One (1) vacancy exists on the Lodi Animal Advisory Commission; contact the City Clerk for more information."*) NOTE: The LAAC functioned with only four members during all of 2010 through April 2011.
- Consider contracting with eCivis Grants Network -- a grants management software which provides accurate grants information, reporting, and management; make this software available to City of Lodi nonprofit partners.
- Ensure pet license (and spay/neuter) reminder notices are included as inserts in January utility bills each year.
- Institute "Pet of the Week" under "What's New" on the City's website homepage (e.g. link to the Animal Services webpage with a photo and brief description of one adoptable cat or dog. To be updated weekly.)
- Automate the pet license renewal process and make it available online. Notices should be sent to ALL residences at least once per year, as pet ownership changes frequently.
- Add exterior signage at the Shelter displaying euthanasia statistics in an effort to educate the public regarding the realities of pet overpopulation.
- In public education materials, emphasize the importance of not bringing nursing puppies and kittens to the Shelter, as they cannot be cared for. If no alternative exists, it is preferable to have the mother taken to the shelter with her puppies/kittens.
- Supply all local veterinarian offices with informational cards to provide to all customers who have their pets vaccinated reminding them of licensing requirements.

This Annual Report was approved on April 11, 2011 for submission to the Lodi City Council by the Lodi Animal Advisory Commission:

Chair, Linda Castelanelli
Vice Chair, Phil Laughlin
Secretary, Susan Blackston
Commissioner Daniel Crownover

LODI ANIMAL ADVISORY COMMISSION
ANNUAL REPORT MID-YEAR AMENDMENT
(Covering period through June 2011)

REPORT ON PREVIOUS GOALS (as outlined in 2009 Annual Report)

A. *The \$24,000 Council allocated for Shelter improvements still has not been fully expended, though the sally port cover and kennel upgrades are in dire need of being completed.*

During 2010 the following improvements were made: New washer/dryer, storage shed, and cover for outdoor dog runs were procured; Plexiglas was placed behind cat cages, new kennel latches and indoor lighting have been installed, and 40 dog beds were donated. *By June 2011 staff anticipates expending the remaining funds (approximately \$5,300) on another storage shed, outdoor lighting, and additional feral cat boxes. *Note: It was determined that the sally port cover could not be obtained, due to difficulties in obtaining a permit.*

***→MID-YEAR AMENDMENT: Kennel repairs and sunshade installation have not been done as of July 11, 2011.**

D. *Recommendations made by the Commission throughout the past year include:*

3) *provide realistic information to people regarding the euthanasia rate,*
*Statistical information is now available on the City's website. (Also see "Recommendations" for more information on this topic.)

***→MID-YEAR AMENDMENT: The statistical information on the Animal Services webpage has not been updated since February 2011.**

RECOMMENDATIONS

- The stipulation in Resolution 2007-161 that "*The Commission shall prepare and submit an annual report to the City Council no later than sixty (60) days after the end of each calendar year*" should be adhered to so that it occurs prior to Council's adoption of the City's fiscal year budget. This Annual Report was scheduled for a City Council Shirtsleeve agenda four months after its original approval by the Commission, which necessitated a mid-year amendment in order to reflect current conditions.
- The Animal Services website is no longer being updated. A current, functional, municipal website is critical considering that nearly 80% of people today are accessing information online. When citizenry can rely on current website information, they will seek answers to inquiries online rather than making phone calls, which further burdens the ever decreasing number of staff.
- A Trap-Neuter-Return program should be developed and ultimately adopted as an official policy in the City for managing the feral cat population.

- There should be standardized responses provided by all Shelter representatives regarding the differences in policies, procedures, and fees applied to animals at the PALS facility versus those housed at the Animal Shelter itself. Additionally, all people relinquishing animals should be advised candidly about the realities of euthanasia at the Lodi Animal Shelter.

SUMMARY:

Spaying/neutering lies at the foundation of any effective animal control program. Reducing pet overpopulation not only prevents surplus births, but will lower the cost of City Animal Services, i.e. less animals entering the shelter equates to less staff and operational costs needed to care for them. Currently, a small group of devoted caregivers are trapping and using vouchers to spay/neuter cats in an effort to ultimately reduce the number of feral cats in the city. It is hoped that a Trap-Neuter-Return program could be adopted as an official citywide policy once an organization can be established to manage and fund such a program. It has been estimated that only 25% of pet cats and dogs residing with families have come from animal shelters or rescue groups. In addition to a goal of decreasing the number of animals being impounded, the Animal Shelter should focus on increasing the number of adoptions by making it a convenient and desirable choice for people. This could be achieved through improving shelter conditions and removing any obstacles that may be preventing or discouraging Shelter animal adoptions. Ideally, no adoptable or treatable animals would be euthanized at the Lodi Animal Shelter. With the approval and implementation of the recommendations outlined in the 2010 Annual Report and Mid-Year Amendment, the essential mission of the Lodi Animal Advisory Commission would be achieved and result in more humane treatment of animals, responsible care of pets by their owners, and a better informed citizenry regarding the issues faced by municipal shelters.

This Mid-Year Amendment to the Annual Report was approved on July 11, 2011 for submission to the Lodi City Council by the Lodi Animal Advisory Commission:

The motion carried by the following vote:

Ayes:	Commissioners – Blackston, Castelanelli, Cohen, Laughlin, and Martin
Noes:	Commissioners – None
Abstain:	Commissioners – Primasing
Absent:	Commissioners – None

RESOLUTION NO. 2007-161

A RESOLUTION OF THE LODI CITY COUNCIL CREATING
AND ESTABLISHING THE GUIDELINES FOR THE
LODI ANIMAL ADVISORY COMMISSION

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WHEREAS, the City of Lodi has a long-standing history of recognizing the need associated with the pet population in the community; and

WHEREAS, the City Council established the Animal Shelter Task Force on September 20, 2000, to review the needs of the Animal Shelter and provide short and long-term recommendations regarding the same; and

WHEREAS, the City Council recently acknowledged the need to create a permanent Commission to review, among other things, responsible pet ownership including benefits of spaying and neutering, proper care and shelter, and general awareness of issues concerning the humane treatment of animals; and

WHEREAS, the following design for the establishment of the Lodi Animal Advisory Commission is hereby submitted.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby creates the Lodi Animal Advisory Commission and hereby establishes the guidelines as follows:

RecitalsORGANIZATION:

The Lodi Animal Advisory Commission (hereinafter "Commission") shall organize and adopt administrative rules and procedures consistent with the powers and duties provided to accomplish its purposes. ~~The Chairperson shall appoint such officers or committees as shall be deemed necessary by the Commission.~~

POWERS AND DUTIES:

1. Act in advisory capacity to the City Council in all matters pertaining to animals and to cooperate and coordinate with other governmental agencies and civic groups in the advancement of sound animal planning and programming;
2. Explore both the short-term and long-term needs of the Lodi Animal Shelter and investigate and make recommendations on possible funding sources to meet identified needs;
3. Make periodic inventories of animal services that exist and/or may be needed and present the same to the City Council;
4. Aid in coordinating and promoting pet population control measures through education and development of spay/neuter programs and explore funding opportunities for programs and education regarding the same;
5. Serve as an information and referral source on animals in the community.

MEMBERSHIP:

The Commission shall consist of seven (7) members appointed by the Mayor from a list of nominees with the approval of the City Council.

Each member of the Commission shall hold office for a term of three (3) years, except that:

1. The terms of the members first taking office shall expire as follows, as designated by the Mayor at the time of appointment: *two* (2) at the end of the first year, two (2) at the end of the second year, and three (3) at the end of the third year; and
2. As terms expire after the first and second year, succeeding appointees shall serve for three (3) years; and
3. Any member appointed to fill the vacancy occurring prior to the expiration of the term for which his predecessor was appointed shall be appointed for the remainder of such term; and
4. No member shall serve more than two (2) consecutive years per term. This provision shall only apply to persons appointed to fill vacancies within the membership.

Members of the Commission may consist of individuals representing other non-profit organizations, the veterinarian profession, the business community, and the general citizenry, among others.

No two voting members of the Commission shall be representatives, employees, and/or officers of the same group, association, corporation, and/or organization.

In addition to the Mayor, the City Manager, and the City Attorney, such other persons may be designated by the Mayor as ex officio members without vote from any department, office, commission, board, employee, or instrumentality of the City of Lodi to aid, assist, and advise the Commission.

VACANCIES:

If a member of the Commission is absent from three (3) consecutive regular meetings of the Commission without leave of absence from the Commission expressed in its official minutes, such office shall become vacant and shall be so declared by the Mayor. The Commission shall notify the City Clerk's office of such vacancy as soon thereafter its occurrence as practicable.

ANNUAL REPORT:

The Commission shall prepare and submit an annual report to the City Council no later than sixty (60) days after the end of each calendar year.

COMPENSATION:

Members of the Commission, the Chairman, and persons appointed to assist the Commission in making its studies shall serve at no salary, but shall be reimbursed for travel and subsistence expenses incurred in the performance of their official duties while away from the City of Lodi in accordance with the travel allowance policies adopted by the City of Lodi but only to the extent that appropriations for such travel allowance have been approved by the City Council.

STAFF ASSISTANCE:

The Commission is authorized to secure through the City Manager from any department, officer, consultant, commission, board, employee, or other instrumentality of the City of Lodi suggestions, estimates, and statistics for the purposes of carrying out the provisions of this part and each such department, officer, consultant, commission, board, employee, or other instrumentality of the City of Lodi through the City Manager is authorized and directed to furnish such information, suggestions, estimates, and statistics to the Commission upon request made by the Chairman of the Commission or upon the request of any member or subcommittee of the Commission whatsoever.

MEETINGS; LOCATIONS:

The Commission shall hold a monthly meeting on the 2nd Monday of each month at 6:00 p.m., in the Community Room of the Police Department, located at 215 West Elm Street, Lodi, California 95240. Such meeting shall be open to the public and comply with all applicable provisions of the Ralph M. Brown Act.

AUTHORITY NON-EXCLUSIVE:

Nothing herein in this Part shall be deemed to deprive the City Council or any board, commission, or officer of the City of any power, duty, or function, which such Council, board, commission, or officer may now have or be hereafter granted, it being the intention that the powers and functions hereinabove provided to be exercised by the Commission be non-exclusive. Also, nothing herein contained shall be deemed to require the City Council, or any board, commission, or officer, to refer or submit to the Commission, or to receive from such any report or recommendation respecting any matter hereinabove mentioned in the Part before taking any action or making any decision with respect to such matter, it being the intention of this Part to authorize the performance of certain functions by said Commission and not to deprive the Council or any board, commission, or officer of any power, duty, or privilege, which it now may have or may hereafter be granted.

Dated: August 1, 2007

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I hereby certify that Resolution No. 2007-161 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 1, 2007, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Katzakian, Mounce,
and Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

**FIRST AMENDED
PROFESSIONAL SERVICES AGREEMENT
FOR ANIMAL SHELTER SERVICES**

THIS FIRST AMENDED AGREEMENT is made and entered into this 6th day of October, 2010 ("Effective Date"), by and between the CITY OF LODI, a municipal corporation ("CITY"), and LODI SHELTER PALS, a non-profit corporation ("LSP").

W I T N E S S E T H:

- A. WHEREAS, CITY proposes to have LSP provide animal shelter office management services as described in the Scope of Services; and
- B. WHEREAS, LSP, by virtue of the fact that its directors are also the directors and officers of People Assisting Lodi Shelter, another nonprofit corporation ("PALS"), represents that it has specialized expertise to perform the services herein contemplated; and
- C. WHEREAS, CITY and LSP desire to contract for the specific services described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of CITY has a financial interest, within the provisions of California Government Code Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY LSP

1.1. Scope of Services. LSP shall provide the professional services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. City shall provide LSP with sufficient and existing space in the CITY'S office facilities to perform such services.

1.2. Professional Practices. All professional services to be provided by LSP pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices. LSP shall advise CITY of any changes in any laws that may affect - LSP's performance of this Agreement.

1.3. Warranty. LSP warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers'

occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. LSP shall indemnify and hold harmless CITY from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against CITY for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of LSP's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, LSP shall not engage in, nor permit its agents to engage in, discrimination in employment of persons, or provision of services to persons, because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of CITY. LSP may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at LSP's sole cost and expense.

1.6. Fingerprint Check. All LSP employees and volunteers performing services under this Agreement shall pass a City fingerprint check. City shall, in the exercise of its reasonable discretion, have authority to approve or disapprove of all onsite employees and volunteers.

2.0. COMPENSATION AND BILLING

2.1. Compensation. LSP shall be paid the entire gross proceeds from Revenue accounts 1001-5935 (Adoption Fees, Unaltered Fees, Redemption Fees, Relinquish Fees and Boarding Fees) and 1001-5113 (Animal License Fees), for its services under this Agreement. In no event will that amount be less than \$50,000.00 per year paid in equal monthly installments of \$4,175.00. Collections in excess of \$50,000 ("Overcollection Payment") will be paid in six month increments with collections over \$25,000.00 for each six month period paid by CITY to LSP within thirty (30) days after each such six (6) month period. If, at the end of the fiscal year, total collections do not support the first 6 months Overcollection Payment, the excess will be deducted from LSP's upcoming monthly payments or, if none are pending, refunded to City.

2.2. Additional Services. LSP shall not receive compensation for any services provided outside the scope of services specified in the Scope of Services unless CITY, prior to LSP performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of LSP's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to CITY for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date of this Agreement.

3.0 TIME OF PERFORMANCE

3.1 Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within thirty (30) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2 Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the Effective Date and continue for successive one year terms unless either party serves a written notice of termination three months prior to the then current years expiration.

4.2 Notice of Termination.

(a) Either party may terminate this agreement upon 30 days written notice.

4.3 Compensation. In the event of termination as set forth in 4.2, CITY shall pay LSP for reasonable costs incurred and professional services satisfactorily performed up to and including the date of the written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by LSP in its performance of this Agreement shall be delivered to the CITY within ten (10) days of delivery of termination notice, at no cost to CITY. Any use of uncompleted documents without specific written authorization from LSP shall be at CITY's sole risk and without liability or legal expense to LSP.

5.0 INSURANCE

5.1. Minimum Scope and Limits of Insurance. LSP shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

(a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual

liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

(b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

(c) Workers' compensation insurance as required by the State of California.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Lodi and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with the City of Lodi."

(b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to CITY."

(c) Other insurance: "Any other insurance maintained by the City of Lodi shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance. LSP shall provide to CITY certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by CITY, prior to performing any services under this Agreement.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which LSP may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. CITY's Police Chief or his/her designee shall be the representative of CITY for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the CITY, called for by this Agreement, except as otherwise expressly provided in this Agreement.

LSP shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of LSP called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Additional Representatives. CITY shall designate an employee of CITY acceptable to LSP to work directly with LSP in the performance of this Agreement.

LSP shall designate a representative who shall represent it and be its agent in all consultations with CITY during the term of this Agreement. LSP or its representative shall attend and assist in all coordination meetings called by CITY.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to LSP: Lodi Shelter Pals
2414 W. Kettleman Lane, Suite 210-2207
Lodi, California
Attention: Nancy Alumbaugh

If to CITY: Konradt Bartlam
Interim City Manager
City of Lodi
221 West Pine Street
Lodi, CA 95240

With copies to: D. Stephen Schwabauer, City Attorney
City of Lodi
221 West Pine Street
Lodi, CA 95240

Gary Benincasa
Interim Chief of Police
221 West Pine Street
Lodi, CA 95240

6.5. Drug-free Workplace Policy. LSP shall provide a drug-free workplace by complying with all provisions set forth in CITY's policy, attached hereto as Exhibit "B" and incorporated herein by reference. LSP's failure to conform to the requirements set forth in CITY's policy shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by CITY.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the

enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in San Joaquin County, California.

6.8. Assignment. LSP shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of LSP's interest in this Agreement without CITY's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of CITY's consent, no subletting or assignment shall release LSP of LSP's obligation to perform all other obligations to be performed by LSP hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. LSP shall protect, defend, indemnify and hold harmless CITY and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of LSP, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor. LSP is and shall be acting at all times as an independent contractor and not as an employee of CITY. LSP shall secure, at its expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for LSP and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by LSP or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of CITY. LSP agrees that any such documents or information shall not be made available to any individual or organization without the prior written consent of CITY. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of CITY and without liability or legal exposure to LSP. CITY shall indemnify and hold harmless LSP from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from CITY's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by LSP. LSP shall deliver to CITY any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by CITY or its authorized representative, at no additional cost to the CITY.

6.12. Public Records Act Disclosure. LSP has been advised and is aware that all reports, documents, information and data including, but not limited to, computer

tapes, discs or files furnished or prepared by LSP, or any of its subcontractors, and provided to CITY may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250, *et. seq.*).

6.13. Prohibited Employment. LSP will not employ any regular employee of CITY while this Agreement is in effect.

6.14. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail.

6.15. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.16. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of CITY and LSP and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.17. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.18. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.19. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.20. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.21. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute

such provision(s) through good faith negotiations.


6.22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

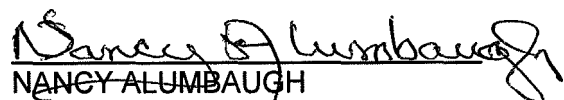
6.23. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF LODI, a municipal corporation

LSP, a California non-profit corporation

A for

KONRADT BARTLAM
City Manager


NANCY ALUMBAUGH
CEO/Treasurer

ATTEST:


RANDI JOHL, City Clerk

Approved as form:

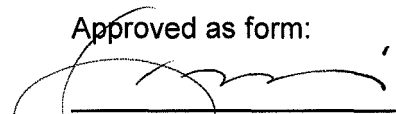
cc.

D. STEPHEN SCHWABAUER
City Attorney, City of Lodi

EXHIBIT A

SCOPE OF SERVICES

LSP DUTIES AND RESPONSIBILITIES:

1. CITY contracts with LSP to perform all adoption, fostering and other placement of all domestic animals that come within the possession of the Animal Services Division of the Police Department.
2. CITY contracts with LSP to process and maintain records of all donations documented on CITY receipts to and for the benefit of Shelter animals.
3. LSP will employ an Office Manager and support staff to oversee and maintain office systems that collect and generate animal data, including the inventory of animal population. LSP's Office Manager will supervise and train office volunteers in data entry, adoption paperwork and telephone answering protocol.
4. LSP will staff the Animal Shelter office from 9:00am to 5:00 pm Monday through Friday and 11:00 am to 4:00 pm Saturday, noon hour lunch and CITY closures excepted.
5. LSP will issue licenses for Shelter adoptions and walk-ins and collect licensing fees at the rate set by CITY Council.
6. LSP will issue license renewal reminders, collect license fees, issue licenses and maintain a license database at CITY's expense.
7. LSP will ensure that each animal admitted to the Shelter is administered a behavior assessment test. LSP will not place for adoption animals which may not meet acceptable scoring criteria. LSP will issue and maintain records verifying the issuance of behavioral assessment warning and liability waivers on forms provided by CITY, for animals scoring below the thresholds set by the Police Chief. LSP may notify PALS (People Assisting Lodi Shelter) of any animals that may require rehabilitation to meet such thresholds.
8. LSP will issue spay/neuter vouchers to the public (as funds are available), track the individual vouchers and account to CITY for the value of outstanding vouchers.
9. LSP will coordinate with Shelter staff and PALS for transport of Shelter animals for veterinarian care and spaying/neutering. Shelter Staff will authorize all shelter animals to be sent for veterinary care and spaying neutering.

10. LSP will show animals during posted adoption hours. LSP will prepare adoption paperwork.

11. CITY may at its option commission its independent accounting firm to conduct an annual audit of LSP at CITY expense. LSP shall make all records necessary for the audit to the auditor and make its staff available for interview within 5 business days of the auditor's request.

12. LSP will process all paperwork involving expenditures out of the CITY 2302 (spay/neuter prior to adoption) account and the CITY 2303 (veterinary services/spay/neuter at adoption) account and for the CDBG/HUD fund reimbursement account for approval by the Police Chiefs designee. Disputes regarding approval between the designee and LSP will be resolved by the Lieutenant in charge of animal services.

13. LSP will provide a fidelity bond to CITY in the amount of \$50,000.

LSP services shall not clude:

1. Enforcement of local and state laws pertaining to domestic animals.
2. Response to emergency calls.
3. Stray pick up.
4. Euthanasia of Shelter animals.
5. Quarantine of animals.
6. Intake at Shelter to include vaccinations and medical evaluations, treatment.
7. Cleaning of Shelter kennels/cages and provision of food, litter and supplies for Shelter.
8. Payment of electricity, water, natural gas, telephone and trash removal.
9. Maintenance of the facility (to include repair of shelter office flooring), landscaping and Shelter area accessibility.
10. Shelter office equipment and supplies (computers, printers, faxes, paper toner, ink cartridges, and miscellaneous office supplies).
11. Maintenance of fire safety equipment.
12. Transport of large animals for veterinary services.

EXHIBIT B

DRUG AND ALCOHOL POLICY

CITY OF LODI

ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: DRUG-FREE WORKPLACE - *Policy*

DATE ISSUED: May 7, 2008

SECTION: D

REFERENCE: Drug Free Workplace Act of 1988; Americans With Disabilities Act of 1990; The Rehabilitation Act of 1973.

SECTION 1: PURPOSE

City of Lodi is committed to protecting the safety, health and well being of all employees and other associated individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- This policy recognizes that employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on productivity and morale.
- As a condition of employment, this organization requires that all employees adhere to a strict policy regarding the use and possession of drugs and alcohol.
- This organization encourages employees to voluntarily seek help with drug and alcohol problems.

SECTION 2: POLICY STATEMENT

It is a violation of our drug-free workplace policy to manufacture, use, possess, distribute, trade, and/or offer for sale alcohol, illegal drugs or intoxicants. Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours, lunch hours and whenever conducting business or representing the organization, while on paid standby, on or off City property including vehicles. Any individual who conducts business for

the organization, is applying for a position, or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to executive management, managers, supervisors, full-time employees, part-time employees, off-site employees, contractors, volunteers, interns and applicants.

Drug and alcohol consumption on and/or off the job can adversely affect job performance and employee/public safety. The City respects the privacy of its employees and contractors unless involvement with drugs and/or alcohol off the job adversely affects job performance and employee/public safety.

SECTION 3:

COMPLIANCE

The U.S. Department of Transportation DOT has published 49 CFR Part 29, implementing the Drug-Free Workplace Act of **1988**, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. The (DOT) adopted 49 CFR Part 40 (Revised), which outlines procedures for transportation workplace drug and alcohol testing programs. This Policy incorporates these federal requirements for employees when performing safety-sensitive functions, as well as other provisions as noted.

The Federal Transit Administration (FTA) of the U.S. Department of Transportation 49 CFR (Code of Federal Regulations) Part 655 and **382** mandates urine drug testing and breathalyzer alcohol testing, for employees performing safety-sensitive functions. The regulation prevents the performance of safety-sensitive functions when there is a positive test result or test refusal. **A safety-sensitive function is:**

- 1) Maintenance personnel, who perform various repairs to revenue vehicles (including repairs, overhaul and rebuilding)
- 2) Employees with a commercial driver's license that will operate a revenue service, or non-revenue service DOT funded transit vehicle (includes the operation of the Lifts or anyone who assists passengers to assure they are secured in the vehicles).
- 3) Drivers operating a revenue service vehicle, including when not in revenue service.
- 4) Dispatch personnel and supervisors who control the movement of any revenue service vehicle.

Federal Contractors and grantees must certify that they will provide drug-free workplaces as a pre-condition to receiving a contract or grant from any Federal agency. Failure to comply with the requirements of the Drug-Free Workplace Act may result in the following sanctions:

- A. suspension of payments under the grant;
- B. termination of the grant; or
- C. debarment from any grant award from any Federal agency for a period up to five (5) years.

Such penalties may be applied to contractors/grantees who have made false certifications of compliance with the Act.

SECTION 4:

COMPLIANCE OF EMPLOYEES

All employees shall agree to abide by this condition of employment and shall notify the City of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

In those instances where City employees, who are employed under Federal contract or grant, are convicted of criminal drug statutes violations occurring in the workplace, the City shall notify the grantor agency within ten (10) days after receiving notice from such employees or otherwise receiving actual notice of such convictions.

The City of Lodi shall require every covered employee who performs a safety-sensitive function as described in the FTA regulations Part 655 to submit to a pre-employment, post-accident, random, reasonable suspicion, return-to-duty or a follow-up drug and alcohol test as described in this policy. The City shall not permit any employee who refuses to submit to such tests to perform or continue to perform any safety-sensitive functions and is subject to disciplinary actions up to and including termination.

Any employee (safety sensitive or non-safety sensitive) who refuses to comply with a request for testing, who fails to remain readily available for post-accident testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration or substitution, shall be removed from duty immediately. Refusal can include an inability to provide a specimen or breath alcohol sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

SECTION 5:

ENFORCEMENT

In conjunction with Human Resources, department directors, managers, and supervisors are responsible for reasonable enforcement of this policy and the Drug-Free Workplace Procedure.

SECTION 6:

SPECIFIC APPLICATIONS

Driver's License: Employees operating vehicles and equipment requiring the possession of a specified class, certificated or endorsed driver/operator license by the California Department of Motor Vehicles, or any other federal or state agency, may be subject to drug/alcohol screening in order to obtain and maintain such licensing

Accidents: Employees directly involved in an accident, including vehicular accidents, or who may have been involved in the sequence of events leading up to an accident, is subjected to testing as part of the accident investigation process. Notwithstanding laws to the contrary, the supervisor will

determine whether employees should be directed for drug/alcohol testing based upon reasonable suspicion.

SECTION 7:

Opportunities of Rehabilitation

The City of Lodi is committed to providing reasonable opportunities of rehabilitation to those employees with a drug or alcohol problem in accordance with the provisions of federal and/or state law.

An employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable cause, random or post-accident testing or has not refused a drug or alcohol test or is not involved in disciplinary proceedings, may voluntarily refer her or himself to the ~~Human~~ Resources Manager or Internal Services Director, who will refer the individual to the City's Substance Abuse Professional at the expense of the employee. The SAP will evaluate the employee and make specific recommendation regarding the appropriate treatment. When an employee voluntarily refers her or himself for treatment, the employee may be eligible for sick leave and disability benefits. Employees will be allowed to take accumulated vacation time or may be eligible for unpaid time off to participate in any rehabilitation program at the employee's expense. In addition, the City of Lodi's voluntary Employee Assistance Program (EAP) is available to assist employees who seek help for alcohol or drug problems. Employees are encouraged to contact the EAP directly.

Supervisors/managers may refer an employee to the EAP for reasonable suspicion of drug abuse. Supervisors are encouraged to refer employees to the EAP for intervention. EAP services are confidential and supervisory referred employees are requested to sign a release of information for attendance purposes if sessions are scheduled during working hours.

SECTION 8:

PRESCRIPTION MEDICATION /LEGAL DRUGS

A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. The misuse of legal drugs while performing transit business is prohibited at all times. Any employee taking any medication with a warning label will be required to provide the following:

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills or judgment may be adversely affected must be reported to supervisory personnel. Medical advice should be sought, as appropriate, while taking such medication and before performing work-related duties.

An employee taking prescribed drugs which may interfere with safe work performance is required to provide written documentation from the prescribing physician indicating the level of interference with job performance. The prescription or approval must include the patient's name, the name of the substance, quantity/amount to be taken, the period of authorization and physician's signature that the employee may continue to perform safety-sensitive functions while taking such medication

The employee's immediate supervisor or department head shall determine on a case-by-case basis the employee's ability to perform employment responsibilities in conjunction with Human Resources. Failure to notify a supervisor may result in disciplinary action in accordance with City policy and procedure. An employee may be required to provide a statement from a licensed physician, indicating when the employee is able to work safely, or any limitations she/he may have while taking the prescribed medication.

SECTION 9:

PRE-EMPLOYMENT DRUG TESTING

As an employer the City is required to verify previous violations of DOT drug and alcohol regulations within the last two years of employment with a DOT regulated agency or employer.

An employer must obtain and review the information listed below from any DOT-regulated employer the employee performed safety-sensitive functions for in the previous two years. The information must be obtained and reviewed prior to the first time an employee performs safety-sensitive functions. If not feasible, the information should be obtained no later than thirty (30) days after the first time an employee performs safety-sensitive functions. The information obtained must include:

1. Information of the employee's alcohol test in which a breath alcohol concentration of 0.04 or greater was indicated.
2. Information of the employee's controlled substance test in which a positive result was indicated.
3. Any refusal to submit to a required alcohol or controlled substance test.
(including verified adulterated or substituted drug test results)
4. Other violations of DOT agency drug and alcohol testing regulations.

Applicants will be asked whether her or he has tested positive, or refused to test on a pre-employment drug or alcohol test while trying to obtain safety sensitive transportation work from an employer covered by a DOT agency during the past two years. If applicant admits that he or she had a positive test or refusal to test, the applicant will not be eligible for the position. Job offers made by the City of Lodi are contingent upon the successful completion of a drug and/or alcohol screening. Testing for temporary hires will be evaluated on an individual basis by classification.

EXHIBIT C

CERTIFICATES OF INSURANCE



SAN JOAQUIN COUNTY ANIMAL SERVICES STUDY

APRIL 1, 2011

Presented by



Tammie Murrell & Sue Marks-Gibbs,
Consultants

ANIMAL SERVICES SURVEY RESULT STATISTICS

Color Coding: Orange = Lathrop Red = Lodi Maroon = San Joaquin County
Blue = Stockton Gray = Manteca

18. Number of Kennels

	<u>Lathrop</u>	<u>Lodi</u>	<u>SJCo</u>	<u>Tracy</u>	<u>Stockton</u>	<u>Manteca</u>
Dog	16	48	see COS	20	149	16
Cat	43	60		25	76	38
Feral Cat				2		
Hospital Cat				8		

21. Licensing Fees

	<u>Lathrop</u>	<u>Lodi</u>	<u>SJCo</u>	<u>Tracy</u>	<u>Stockton</u>	<u>Manteca</u>
Dog	\$80.00	\$50.00	\$30.00	\$20.00	\$ 112.00	\$ 50.00
Fixed	\$20.00	\$10.00	\$10.00	\$6.00	\$ 11.00	\$ 20.00
Cat					\$ 112.00	
Fixed					\$ 11.00	
Late Fee			\$20.00			
Senior Fee					\$ 7.00	
# Maintained	1,700	3,182	6,659	4,200	6,508	4.219

Stockton licenses include both cats and dogs

25. Adoption Fees

	<u>Lathrop</u>		<u>SJCo</u>	<u>Tracy</u>	<u>Stockton*</u>	<u>Manteca</u>
Dog-male	\$41 + s/n	\$78 + s/n	\$193	\$5 + s/n	\$199	\$95
female	\$41 + s/n	\$78 + s/n	\$204	\$5 + s/n	\$199	\$95
Cat-male	\$41 + s/n	\$78 + s/n		\$5 + s/n	\$154	\$95
female	\$41 + s/n	\$78 + s/n		\$5 + s/n	\$154	\$95

Stockton charges \$75 for old, young & special need dogs; \$50 for cats

38. Job Classifications

	<u>allocated</u>	<u>filled</u>	<u>salary</u>	<u>benefits</u>	<u>total</u>	
AS supervisor	1	1	\$67,091	\$31,464	\$98,555	TRACY
ASO	4	4	\$53,916	\$27,715	\$81,631	
AS Supervisor	1	0	\$48,588	\$24,480	\$73,068	LODI
Asst ASO	2	3	\$42,252	\$23,280	\$65,532	
Kennel Asst	2	2	\$24,336	n/a	\$24,336	
ASO	2	2	\$52,159	\$42,666	\$94,825	LATHROP
AS Asst	1	1	\$41,765	\$34,164	\$75,929	
Sr Office Asst	1	1	\$39,562	\$25,206	\$64,768	SJCOUNTY
Dep ASO II	6	5	\$47,363	\$28,466	\$75,829	

AS Mgr		1	\$85,923	\$55,572	\$141,495	
AS Officer		2	\$53,014	\$14,000	\$67,014	MANTECA
Kennel Asst		.5				
AS Supervisor	1	0	\$48,276	\$38,011	\$86,827	STOCKTON
Sr ASO	1	1	\$58,500	\$25,036	\$83,536	
ASO	4	4	\$47,050	\$24,671	\$71,721	
AS Asst II	1	1	\$45,972	\$24,493	\$70,465	
AS Asst I	6	6	\$40,655	\$24,259	\$64,914	
TOTAL		34.5				

Lodi has four part time kennel assts, 2 FTE. Manteca has one part-time kennel worker.

148. Revenues

	<u>2010-11</u>	<u>2009-10</u>	<u>2008-09</u>	<u>2007-08</u>	<u>2005-06</u>	<u>2000-01</u>
Licenses	\$100,000	\$20,000	\$27,530			
	\$125,000	\$97,618	\$74,823	\$78,074	\$87,492	\$103,518
	\$19,671	\$16,730	\$14,380	\$16,730	\$13,937	
Services Chgs	\$7,000	\$3,600	\$3,614			
Shelter Fees		\$13,368	\$14,808	\$5,916	\$12,661	
Interest	\$4,912	\$4,280	\$18,635	\$41,291	\$27,357	\$14,840
Aid-Hum Srv	\$15,000	\$14,652	\$17,853	\$10,283	\$19,205	\$10,652
Misc	\$700	\$1,345	\$974	\$1,459	\$1,304	\$5,951
	\$14,800	\$14,000	\$19,825			

49. Shelter Data

	<u>2010-11</u>	<u>2009-10</u>	<u>2008-09</u>	<u>2007-08</u>	<u>2005-06</u>	<u>2000-01</u>
<u>Human Population</u>						
Lathrop		17,256				9,210
Lodi		61,450				56,656
SJCo		156,973				161,815
Tracy	82,000	81,500	81,700	81,600	80,461	48,174
Stockton	292,133	291,030	289,927	289,789	279,513	243,771
Manteca	68,847	67,754	66,451	65,076	63,703	51,924
TOTAL		675,963				571,550

Staff

Lathrop	3	4				
Lodi	3	3	3	3	3	3
SJCo	8	10	10.75	10.75	10.75	
Tracy	5	6	6	8	8	7
Stockton	12		18.5			
Manteca	2.5	3	3	3	3	3
Intake Dogs	195	345	345	359	224	
		892	859	959	830	964
	1,596	1,843	2,122	1,763	2,210	
		1,145	1,150	1,045	1,076	N/A
	3,841	4,875	4,627	4,457	4,889	9,291
2010 yr end	1,133	1,000	1,120	1,042	981	1,260

TOTAL		10,062	10,223	9,645	10,210	11,515
	<u>2010-11</u>	<u>2009-10</u>	<u>2008-09</u>	<u>2007-08</u>	<u>2005-06</u>	<u>2000-01</u>
Adopted Dogs	58	128	106	106	54	
		581	327	383	272	319
		453	441	349	338	N/A
	549	515	600	464	618	
	1,396	1,695	1,351	1,025	1,072	1,133
	439	182	160	158	217	211
TOTAL		3,273	2,985	2,485	2,571	1,663
Reclaim Dogs	78	134	154	152	73	
		211	212	273	314	253
	142	217	205	215	288	
		459	470	463	436	N/A
	326	444	523	862	731	1,041
	271	309	359	301	297	453
TOTAL		1,764	1,923	2,266	2,139	1,747
Euth Dogs	59	83	85	81	97	
		152	177	157	158	537
	905	1,111	1,317	1,104	1,304	
		229	232	230	299	N/A
	2,119	2,736	2,753	2,570	3,086	7,117
	423	284	331	339	334	566
TOTAL		4,594	4,895	4,481	5,278	8,220
Intake Cats	171	240	194	202	135	
		1,277	1,686	1,533	1,380	1,334
	941	1,700	1,873	1,671	1,710	
		1,237	1,366	990	1,327	N/A
	3,696	5,086	5,244	5,664	4,004	4,849
2010 yr end	1,386	1,944	2,041	1,888	1,088	1,020
TOTAL		11,618	12,404	11,948	9,644	7,203
Adopt Cats	62	68	76	104	18	
		440	260	309	232	272
	60	63	129	102	135	
		374	326	259	317	N/A
	310	331	624	605	151	863
	320	127	141	101	149	108
TOTAL		1,219	1,556	1,480	1,002	1,243
Reclaim Cats	3	4	10	10	4	
		17	35	46	38	52
	94	63	1	11	15	
		14	18	9	10	N/A
	539	354	58	45	43	29
	12	26	17	28	18	35
TOTAL		495	139	149	128	116

	<u>2010-11</u>	<u>2009-10</u>	<u>2008-09</u>	<u>2007-08</u>	<u>2005-06</u>	<u>2000-01</u>
Euth Cats	122	168	108	91	113	
		703	1,279	1,129	711	
	787	1,574	1,743	1,558	1,560	
		846	1,013	703	993	N/A
	2,847	4,401	4,562	5,014	3,810	3,957
	1,054	986	915	1,002	799	799
TOTAL		8,917	9,620	9,497	7,986	4,756
Other Intake	83	130	166	181	231	
	98	107	148	87	78	
		52	45	34	49	N/A
		403	452	431	402	
		70	96	63	63	70
		762	907	796	823	
Adopt Other	5	18	28	19	3	
		35	20	18	28	N/A
		74	88	110	34	
		7	8	4	1	6
Euth Other	89	88	90	40	60	
		12	10	11	19	N/A
		322	256	235	238	
		29	43	25	28	42

50. Budget Data

Expenditures

	<u>2010-11</u>	<u>2009-10</u>	<u>2008-09</u>	<u>2007-08</u>	<u>2005-06</u>	<u>2000-01</u>
Lathrop	\$244,064	\$340,605				
Lodi	\$348,650	\$340,737	\$310,762	\$322,508	\$358,741	\$366,721
SJCo	\$1,056,866	\$1,110,815	\$1,526,551	\$1,564,462	\$1,357,528	\$1,241,114
Tracy	\$553,510	\$775,999	\$760,534	\$749,049	\$676,270	
Stockton	\$1,230,768			\$1,188,696	\$1,012,891	\$488,800
Manteca	\$398,560	\$314,297	\$303,848	\$300,814	\$271,844	\$214,215
TOTAL	\$3,832,418					

Revenues (actuals where provided)

Lathrop	\$121,800	\$26,537	\$50,939			
Lodi	\$78,200	\$46,733	\$37,996	\$54,438	\$59,055	\$52,055
SJCo	\$145,612	\$117,895	\$112,285	\$131,107	\$135,358	\$134,962
Tracy	\$6,592	\$13,368	\$14,808	\$15,916	\$12,661	\$25,234
Stockton		\$607,467	\$290,500	\$289,927	\$286,041	\$251,100
Manteca	\$131,400	\$144,701	\$125,194	\$126,744	\$119,180	\$99,845
TOTAL		\$956,701				

Tracy's significant revenue change due to a change in accounting reporting.

CAT STATISTICS

Table 30 - San Joaquin Agency Cat Statistics

Jurisdiction 2009-10	Intake	Adopted	%	Redeem	%	Euthaniz	%
Lathrop	240	68	28.3	4	1.7	168	70.0
Lodi	1,277		4.4	17	1.3	703	55.0
San Joaquin County	1,700		3.7	63*	3.7	1,574	92.6
Tracy..	1,234		0.3	14	1.1	846	68.6
Stockton	5,086		6.5	354*	7.0	4,401	86.5
Manteca	1,386	320	23.1	12	0.9	1,054	76.0
TOTAL	10,923	1,713	15.7	464	4.2	8,746	80.1
Marin Humane Society		1,164		164			
Santa Cruz ASA	2,492	1,307	52.4	183	7.3	1,065	42.7
SEAACA**	9,294	1,219	13.1	168	1.8	7,907	85.1

*includes Trap/Neuter/Release program feral cats in Redeem statistics

** SEAACA does not have a Trap/Neuter/Release program for feral cats.

Adopted category includes transfers to other agencies and non-profits

Table 31 - San Joaquin County Agency Cat Data – 9-Year Comparison

County-wide Cat Data	2000-01	%	2009-10	%
County-wide Cat Data	2000-01	%	2009-10	%
Adoptions	1,243	20.3	1,713	15.7
Redeemed by Owner	116	1.9	464	4.2
Euthanized	4,756	77.8	8,746	80.1

Emphasized adoption program through SEAACA and Friends of the Cat in FY 2000-01.

DOG STATISTICS

Table 32 - San Joaquin County Agency Dog Statistics

Jurisdiction 2009-10	Intake	Adopted	%	Redeem	%	Euthaniz	%
Lathrop	345	128	37.1	134	38.8	83	24.1
Lodi	892	581	65.1	211	23.7	152	17.0
San Joaquin County	1,843	515	27.9	217	11.8	1,111	60.3
Tracy	1,141	453	39.7	459	40.2	229	20.1
Stockton	4,875	1,695	34.8	444	9.1	2,136	56.1
Manteca	1,133	439	38.8	271	23.9	423	37.3
TOTAL	9,871	3,759	36.7	1,736	17.0	4,134	46.3
Marin Humane Society		1,106		922			
Santa Cruz ASA	2,504	1,017	40.6	909	36.3	353	14.1
SEAACA	9,837	3,657	37.2	1,694	17.2	4,486	45.6

Adopted category includes transfers to other agencies and non-profits.

Table 33 - San Joaquin Agency Dog Data- 9-Year Comparison

County-wide Dog Data	2000-01	%	2009-10	%
Adoptions	1,663	14.3	3,759	36.7
Redeemed by Owner	1,747	15.0	1,736	17.0
Euthanized	8,220	70.7	4,734	46.3

DEMOGRAPHICS

Table 34 - San Joaquin County Population Data

Jurisdiction 2009	Human Population	Est Dog Population	Est Cat Population
Lathrop	17,256	4,362	4,921
Lodi	61,450	15,535	17,526
SJ County	156,913	40,792	46,020
Tracy	81,500	20,031	22,598
Stockton	291,030	73,572	83,002
Manteca	67,754	17,128	19,323
TOTAL	675,963	171,420	193,390

Estimated **363,669** dogs and cats in participating San Joaquin County jurisdictions. Source: American Veterinary Medical Association Animal Population Calculator

http://www.avma.org/reference/marketstats/ownership_calculator.asp

Numbers **do not** include: Ferrets, Rabbits, Hamsters, Guinea Pigs, Gerbils, Other Rodents, Turtles, Snakes, Lizards, or Livestock, all of which are responsibilities of Animal Services Agencies.

Table 35 - San Joaquin County Agency Per Capita Finances

Jurisdiction 2010-11	Expense Budget	Revenue Budget	Net Cost	Per Capita Expense	Per Capita Revenue	Per Capita Net Cost
Lathrop	\$244,064	\$121,800	\$122,264	\$14.14	\$7.06	\$7.09
Lodi	\$348,650	\$782,000	\$270,450	\$5.67	\$1.27	\$4.40
SJ County	\$1,056,866	\$145,612	\$911,254	\$6.73	\$0.93	\$5.81
Tracy	\$553,510	\$6,592	\$546,918	\$6.79	\$0.08	\$6.71
Stockton*	\$1,230,768	\$607,467	\$623,301	\$4.23	\$2.09	\$2.14
Manteca	\$398,560	\$131,400	\$267,160	\$5.88	\$1.94	\$3.94
TOTAL/AVG	\$3,832,418	\$1,091,071	\$2,741,347	\$5.67	\$1.61	\$4.06
SCASA	\$3,388,233	\$2,971,681	\$416,552	\$13.10	\$11.49	\$1.61
Marin HS**	\$6,337,691	\$6,025,363	\$312,328	\$25.27	\$24.03	\$1.25
SEAACA	\$4,929,268	\$1,415,792	\$3,513,476	\$6.05	\$1.74	\$4.31

* Used 2009-10 actual revenue; did not receive FY10-11 revenue estimate from Stockton

** Includes \$2,254,071 revenue in grants and bequests

SCASA population 243,356, MHS population 250,750, SEAACA population 814,666

Table 36 - San Joaquin County Agency Per Animal Costs

Jurisdiction	2010-11 Est Budget	2009-10 Animals Handled	Spending per Animal	2009-10 Net Cost	Net Cost per Animal
Lathrop	\$244,064	585	\$417.20	\$122,264	\$209.00
Lodi	\$348,650	2,169	\$160.74	\$270,450	\$124.69
SJ County	\$1,056,866	3,543	\$298.30	\$911,254	\$257.20
Tracy	\$553,510	2,375	\$233.06	\$546,918	\$230.28
Stockton	\$1,230,768	9,961	\$123.56	\$623,301	\$62.57
Manteca	\$398,560	2,519	\$132.24	\$267,160	\$106.06
TOTAL/AVG	\$3,832,418	21,152	\$227.51	\$2,741,347	\$129.60
Santa Cruz ASA	\$3,388,233	4,996	\$678.19	\$416,552	\$83.38
Marin HS	\$6,337,691	6,334	\$1000.58	\$312,328	\$49.31
SEAACA	\$4,929,268	19,131	\$257.66	\$3,513,476	\$183.64

Table 37 - San Joaquin Agency Officer Per Capita Data

Jurisdiction	Human Population	2009-10 Intake	Intake per Capita	# of AS Officers	Officers per Capita	Officers per Intake
Lathrop	17,256	585	1 per 29.5	2	1 per 8,628	1 per 293
Lodi*	61,450	2,169	1 per 28.3	3	1 per 20,483	1 per 723
SJ County*	156,973	3,543	1 per 44.3	7	1 per 22,423	1 per 506
Tracy	81,500	2,375	1 per 34.3	5	1 per 16,300	1 per 475
Stockton*	291,030	9,961	1 per 29.2	6	1 per 48,505	1 per 1,660
Manteca	67,754	2,519	1 per 26.9	2	1 per 33,877	1 per 1,260
TOTAL/AVG	675,963	21,152	1 per 32.0	26	1 per 25,999	1 per 813
Santa Cruz ASA	258,564	4,996	1 per 51.7	6	1 per 43,094	1 per 833
Marin HS	250,750	6,334	1 per 39.6	9	1 per 27,861	1 per 704
SEAACA	823,000	19,370	1 per 42.5	31	1 per 39,190	1 per 922

*Lodi, SJ County and Stockton have all seen reductions staffing. Lodi now has two AS Officers and One Acting Supervisor, SJ County now has five Animal Control Officers and Stockton now has four Animal Services Officers.

CALLS FOR SERVICE

Table 38 - Current San Joaquin Agency Calls for Service by Quarter by Hour & Day 2010

	1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	TOTAL
Lathrop	2,733	2,855	2,785	2,364	10,737
Lodi ASOs	1,424	1,482	1,647	1,376	5,929
Lodi Other*	431	436	581	586	2,034
Lodi Total	1,855	1,918	2,228	1,962	7,963
Manteca ASOs	549	461	524	517	2,051
Manteca Other*	72	130	118	100	420
Manteca Total	621	591	642	617	2,472
Stockton ASOs	2,936	2,894	2,442	2,179	10,451
Stockton Other**	955	910	999	851	3,715
Stockton Total	3,891	3,804	3,441	3,030	14,166
Tracy ASOs	533	526	560	471	2,089
Tracy Other	n/a	n/a	n/a	n/a	n/a
Tracy Total	533	526	560	471	2,089
San Joaquin County***	1,301	1,301	1,301	1,301	5,203
TOTAL	10,394	10,995	10,957	9,744	42,630

*Lodi and Manteca "Other" are total hours by quarter for Animal Services Personnel and all other personnel separately.

** Stockton "Other" is data provided by SPD Telecommunications.

***SJ County Data not provided by quarter.

Table 39 - San Joaquin Agency Calls by Quarter by Beat (Chameleon Data Only)

	1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	TOTAL
Lathrop	1,685	1,837	1,646	1,270	6,138
Stockton	3,084	3,093	2,643	2,326	11,146
Tracy	542	520	559	479	2,100
San Joaquin County	n/a	n/a	n/a	n/a	5,531